IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.534 OF 1998

Shapoorji Pallonji & Co.Ltd. ... Plaintiff.
Versus.
M/s.Crescent Builders and others. ... Defendants.

Shri Nikhil Rodriques i/by M/s. Desai & Diwanji for the Plaintiff.

None for the Defendants.

CORAM : ABHAY S.OKA, J.

DATED : 3rd July, 2007.

P.C.:

1. Heard the learned Counsel appearing for the Plaintiff. The learned Counsel for the Plaintiff has tendered on record a compilation of three original documents. The Plaintiffs have prayed for a money decree in the sum of Rs.2,22,42,850/- along with interest thereon at the rate of 3% per month on the sum of Rs.1,10,00,000/-. The suit is kept under the caption of undefended suits for ex-parte decree. After having perused the averments made in the plaint, I find that this is a fit case for invoking sub-rule (2) of rule 5 of Order VII of the Code of Civil Procedure, 1908.

2. The learned Counsel appearing for the Plaintiff is unable to point out any clause in any of the agreements providing for rate of interest. Considering the facts and circumstances of the case, interest at the rate of 9% per annum deserves to be granted.

3. Hence the suit is decreed in terms of prayer clauses (a) and (b) with a modification that the interest payable by the concerned Defendants will be at the rate of 9% per annum instead of 3% per month as prayed by the plaintiff.

4. The Defendants are jointly and severally ordered and decreed to pay costs of the suit to the Plaintiff.

Judge.